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Contract Database Metadata Elements

Title: **Chili, Town of and Town of Chili Blue Collar and White Collar Units, New York Council 66, AFSCME, Local 3179 (2017)**

Employer Name: **Chili, Town of**

Union: **Town of Chili Blue Collar and White Collar Units, New York Council 66, AFSCME**

Local: **3179**

Effective Date: **01/01/2017**

Expiration Date: **12/31/2021**

PERB ID Number: **7836**

Unit Size: **55**

Number of Pages: **54**

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AGREEMENT

BETWEEN

THE TOWN OF CHILI

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**

COUNCIL 66, LOCAL 3179

January 1, 2017

To

December 31, 2021

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AGREEMENT

This is an agreement made and entered into this 1st day of January 2017, by and between the Town of Chili (hereinafter referred to as the Town) and Council 66, American Federation of State, County and Municipal Employees (hereinafter referred to as the Union).

ARTICLE I **PREAMBLE**

The Town and the Union declare it to be their mutual policy that, in order to promote harmonious labor relations between the Town and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees Fair Employment Act, and that no article or section in this agreement is meant to violate New York State Civil Service Law.

The parties to this agreement furthermore affirm that each employee shall at all times be a dedicated, courteous, and efficient representative of public employment, realizing full well that he is under the constant scrutiny of the public at large, and that he is performing an essential service that private enterprise cannot or will not undertake.

ARTICLE II **RECOGNITION**

1. Pursuant to the certification granted by the New York State Public Employment Relations Board on December 30, 1982(Case #C-2506), the Town hereby recognizes Council 66, American Federation of State, County and Municipal Employees, as the sole and exclusive representative for all employees in the collective bargaining unit as set forth in Article III of this agreement, and in any other classification which may be mutually agreed upon between the parties in writing, or as set forth in a determination made by the New York State Public Employment Relations Board, and excluding Town Supervisor, Assistant to the Supervisor, Commissioner of Public Works/Highway Superintendent, Secretary to The Highway Superintendent, Town Clerk, Budget Officer, Director Of Finance, Secretary to Town Supervisor, Assessor, Director of Parks and Recreation, Assistant Recreation Director, Receiver of Taxes, Building Department Manager, Director of Programs for the Aging, Deputy Commissioner of Public Works, Director of Management Information Services, Human Resources and Finance Assistant, Deputy Town Clerk/s, Clerks to the Town Justice, Library employees, Seasonal employees (defined as employees who are employed for a specific portion of a year only), part-time

employees working under twenty (20) hours per week on a regular basis, and Managerial or Confidential employees as determined by the New York State Public Employment Relations Board, or as agreed to between the parties hereto.

2. A Blue Collar worker shall be defined as one who is employed in a non-clerical position in the Highway Department, Department of Public Works and Parks Department.
3. A White Collar worker shall be defined as one who holds a title set forth in Schedule D of the collective bargaining agreement.
4. The contract will reflect any new or changed titles to existing positions.

ARTICLE III

COLLECTIVE BARGAINING UNIT

1. The collective bargaining unit shall consist of all full-time employees and part-time employees who are scheduled to work (20) hours or more per week on a regular basis.
2. Employees who regularly work twenty (20) hours or more per week, but less than full time, will be entitled to receive fifty percent (50%) of contractual benefits to reflect current practice.

ARTICLE IV

UNION SECURITY

1. The Town shall deduct Union dues on the second pay date of each month from the wages of those employees who have filed with the Town an appropriate written authorization, and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount of Union dues to be deducted from each employee's wages shall be certified to the Town by the Secretary-Treasurer of the Union.
2. The total of all such deductions shall be remitted each month to the designated financial officer of the Union, together with a list from whom such dues have been deducted.

3. Any change in the amount of Union dues to be deducted must be certified by the Union in writing, and be forwarded to the Town. Deduction of Union dues at the new certified rate shall be made by the Town at the next regular pay period for the Union deductions, providing however, that the certification to the Town is made at least two (2) weeks prior to such regular pay period for Union deductions.
4. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the Town, in reliance upon payroll deduction authorization cards submitted by the Union to the Town.
5. This is an Agency Shop agreement. Each employee who is a member of the bargaining unit hereinabove defined, but is not a member of the Union, shall be liable to contribute to said Union as representative costs, an amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union in accordance with the provisions of this collective bargaining agreement.

ARTICLE V

MANAGEMENT RIGHTS

1. It is understood and agreed that all functions of management of the Town which are not specifically abridged or limited by the specific and express language of this agreement are retained by the Town.
2. It is understood that the Town retains the right to manage its services and direct the working force; to decide the number and location of its service operations; the service operations to be conducted and rendered, and the methods, processes and means used in operating its services and the control of all buildings, real estate, materials, parts, tools, machinery, and equipment which may be used in the operation of its services; to maintain order and efficiency in all its operations, including the right to discipline, suspend, and discharge employees for just cause; to hire, layoff, assign or transfer, promote and determine the qualifications of employees; to determine the work schedule, and to determine the starting and quitting time; the number of hours to be worked, subject only to and in accordance with such provisions governing these rights as are expressly set forth

in this agreement.

3. The foregoing rights of the Town are not all-inclusive, but indicate the type of matter or rights which are inherent to the Town. All rights, powers and authority the Town had prior to entering into this agreement are retained by the Town, except as expressly abridged, delegated, granted or modified by this agreement.

ARTICLE VI

RULES AND REGULATIONS

1. The Town retains the right to promulgate policies, rules and regulations which are not in violation of the provisions of this agreement.
2. Any rule, policy or regulation promulgated by the Town shall be posted on appropriate bulletin boards for a minimum period of fourteen (14) calendar days in advance of implementation.
3. Policies, rules and regulations of the Town shall be applied in a fair, consistent and uniform manner, and the Union retains its rights under the grievance procedure (Article XXVII) to challenge the application of any such policy, rule or regulation as being unfairly applied.
4. The utilization, possession or sale of illegal drugs, alcohol, weapons or firearms on Town property or during working hours will not be tolerated. An employee found to be under the influence of drugs or alcohol on Town premises may be subject to discipline. Any Town issued tool or device shall not be considered a weapon in violation of this provision, but any personal item (knife, box cutter, club, tool, etc.) that could be used as a weapon will not be possessed by an employee while on duty or in a Town vehicle except with the prior written permission of the department head.

Any employee who violates the above may be subject to disciplinary action, up to and including termination.

Discipline will be progressive and corrective in nature when appropriate.

ARTICLE VII
UNION RIGHTS

1. The Town agrees not to interfere with the rights of the employees to become members of the Union, and there will be no discrimination, interference, restraint, or coercion practiced by the Town or the Union against any employee because of Union membership or non-membership, or because of such employee's Union activity in an official capacity. The Town further agrees that it will not discriminate against any employee because of political affiliation, sexual orientation, race, creed, color or gender.
2. The Town agrees to submit to the Union a list of existing bargaining unit employees and the names of any new employees within thirty (30) days following their date of hire. The list shall include the employee's name, job title, department of employment, and home address.
3. The Town agrees to allow representatives of the International Union and AFSCME, Council 66, to enter the premises of the Town, subject to prior approval of the Town Supervisor or his designee, to discuss Union matters with Union officers, Stewards, or members of the unit, provided such representatives do not unduly interfere with the performance of duties of the employees.
4. The employer agrees to provide bulletin boards for the use of the Union to post notices in the following locations:

Highway Garage
Parks Garage
Town Hall
Court Building
Recreation Department /Community Center
5. The Union agrees it will not post notices of a partisan political nature or which are inflammatory or scurrilous. Violators of this section are subject to disciplinary action according to article XXVI of this agreement.

ARTICLE VIII
RELEASE TIME FOR UNION BUSINESS

1. Representatives of the Union shall be allowed release time with pay for the purpose of discussing wages, working conditions, grievances, and disputes with employer representatives; and to meet with employees during working hours solely for the purpose of investigating and processing grievances. All other Union business shall be performed outside of working hours or without pay.
2. No more than two (2) Union representatives at any one time shall be involved in the investigation and the processing of grievances.
3. Union representatives shall be permitted a reasonable amount of free time from their regular duties without loss of pay, providing such release time does not unduly interfere with the proper operation of the Town.
4. The Town will allow release time with pay to Union representatives (not to exceed 4 in number) for the purpose of participating in contract negotiations.
5. It is understood that the functions referred to in this section, with the exception of contract negotiations, are to be performed only on Town premises. However, The Local Union President or his designee shall be allowed to leave the Town premises to consult with representatives of AFSCME, Council 66, or AFSCME International, upon mutual agreement with the Town Supervisor.
6. The parties to this agreement agree to the following procedure for release time for Union business with pay:
 - a. Union representatives shall request permission from the appropriate Department Head for release time, and shall specify the place of intended visitation, the purpose of release time, and the estimated duration of stay. However, the Union representative shall not be required to release the identity of the grievant or the nature of the complaint. Such release time shall not be unreasonably denied.
 - b. The Union representative shall, upon return to work area, notify his Department Head of the time of return.

- c. All notification by the Union representative to his Department Head shall be in writing on the appropriate form provided by the Employer.
 - d. Failure of the Union representative to abide by the procedures contained herein shall result in no pay for the release time utilized.
7. In applying the above provisions, the parties recognize that “work time is for work” and that Union business and activity will be conducted in such a manner as to avoid, to the extent possible, interference with the duties of bargaining unit employees.

ARTICLE IX

HOURS OF WORK

- 1. The basic workweek for blue collar workers shall be forty (40) consecutive hours per week and eight (8) consecutive hours per day.
- 2. The basic workweek for white collar (clerical) workers shall be thirty-five (35) consecutive hours per week and seven (7) consecutive hours per day.
- 3. A maximum of one (1) hour unpaid lunch period shall be allowed for each full workday, except for those employees who are required to be on continuous operation.
- 4. Each employee shall be allowed a maximum of fifteen (15) minutes rest period during each four (4) hour work period.
- 5. No employee's work schedule shall be changed without five (5) working days' written notice, except under emergency conditions. An employee's work schedule shall not be changed for disciplinary reasons. Work schedules will not be changed to avoid overtime for special events. Assistant Clerks to the Town Court Justices, Recreation Leader and the Recreation Supervisor work a flexible schedule.

ARTICLE X

OVERTIME

1. Except as otherwise provided, for white collar workers, compensatory time off, at time and one half (1 ½) the employee's base hourly rate, shall accrue to white collar (clerical) employees who work between thirty-five (35) hours and forty (40) hours within a workweek, or in excess of seven (7) hours in a work day. The work week for the Assistant Clerks to the Town Court Justices, Recreation Leader, Recreation Supervisor and Recreation Attendant shall be flexible. Cash payment for overtime shall be paid at the rate of time and one-half (1½) the employee's base hourly rate to employees for all hours worked in excess of forty (40) hours within a workweek.

Overtime hours worked in excess of forty (40) per week may be converted to compensatory time in lieu of cash overtime. The employee must make this election prior to submission of hours worked for payroll processing. The total maximum accumulation of compensatory time allowable at any time is fifty-two (52.5) hours. On December 1st of each year, any unused compensatory time shall be paid for in cash on the first pay period following December 1st. Any compensatory time earned on or after December 1 shall be carried over to the following year.

2. Except as otherwise provided, for blue collar workers, cash payment for overtime shall be paid at the rate of time and one-half (1½) the employee's base hourly rate to employees for all hours worked in excess of forty (40) hours per week or eight hours in a work day.

Overtime hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day may be converted to compensatory time in lieu of cash overtime. The employee must make this election prior to submission of hours worked for payroll processing. The total maximum accumulation of compensatory time allowable at any time is seventy-five (75) hours. On December 1st of each year, any unused compensatory time shall be paid for in cash on the first pay period following December 1st. Any compensatory time earned on or after December 1 shall be carried over to the following year.

3. With the exception of holidays, bereavement leave, and vacation leave which have been approved, time which is paid for but not worked shall not be counted as hours worked in the calculation of overtime.
4. Overtime shall be distributed on a rotation basis among employees by classification, providing the employee is qualified to perform the work.
5. Overtime may not be worked unless previously authorized by the Town Supervisor, the Town Board or their respective designees, or unless extraordinary conditions exist.

ARTICLE XI **CALL-OUT PAY**

Employees called in to work outside of regularly scheduled hours shall be guaranteed a minimum of four (4) hours of work. Such call-out guarantee shall not apply to hours which immediately precede or follow the employee's regularly scheduled hours.

Employees who go on vacation during the period when snow removal and/or salting operations are in effect may notify their supervisor, in writing, prior to going on vacation, that they will be available for call-out for such operations.

Employees who are on vacation and available for call-out shall remain on the rotation list.

Compensation for call-out will be in accordance with Articles X and XI of this agreement.

After-hours and call out pay relating to the Dog Control Officer and/or those designated to perform the duties will be governed by the following:

1. After-hours coverage for the Dog Control Officer (DCO) will be provided by the Dog Control Assistants (DCA) on weekends from 5:00pm Friday up until 8:00 am Monday (63 Hour Block/per weekend).

2. After-hours coverage for the Dog Control Officer (DCO) will also be provided by the Dog Control Assistant (DCA) from 3:30pm to 7:00am each working day while the DCO is on vacation (15.5 Hours/per day) and on holiday's if the DCO has a scheduled vacation (24 Hours/per day).
3. DCAs will be selected by the Department Head from a list of qualified town employee volunteers as determined by the Department Head.
4. DCAs will serve for a period of six (6) months and then the Department Head may repost for volunteers and select a new pool of DCAs.
5. Employees may submit their name and may be selected for consecutive blocks.
6. From the list of individuals selected as DCAs the Department Head or Department Head's designee will establish a rotation a six (6) month block. The Department Head or designee will attempt to distribute the available coverage hours equally among the selected individuals but no guarantee is made that complete parity can be achieved.
7. Should a DCA not be able to complete a scheduled coverage block then the Department Head or his designee will attempt to fill that block on a rotational basis.
8. There shall be no pyramiding of premiums. If an employee would receive 1.5 times their normal rate of pay for performing a task described below which would also result in overtime being owed, then the employee shall receive the overtime pay only.
9. DCAs are required to be available and fit for duty at all times while on- call and shall remain within such a distance of the Town of Chili that they are able to effectively respond to and be at the scene of a call anywhere within the town within forty-five (45) minutes of receiving notice.
10. If there is a dog in the kennel during weekend coverage's the DCA will be required to clean the kennel and feed and water the dog(s) twice (2 times) per day. DCAs shall receive two (2) hours of pay (kennel maintenance pay) at 1.5 times

their normal rate for each day that they are responsible for cleaning the kennel. The DCA may either work for the entire two (2) hours or leave work after completing the kennel maintenance. In either case the DCA must keep an accurate log of all time worked and tasks performed. On-Call pay will not be provided to DCAs while receiving kennel maintenance pay.

11. DCOs and DCAs will be compensated for their services as follows:
 - a. DCOs and DCAs will receive \$1.75 for each hour on non-holidays that they are on call and not responding to an incident or maintaining the kennel.
 - b. DCOs and DCAs will receive \$2.50 for each hour on holidays that they are on call and not responding to an incident or maintaining the kennel.
 - c. If the DCO or DCA responds to a call they shall receive "call-out" pay at the rate of 1.5 times their normal salary for a four (4) hour block of time. The DCO or DCA may either work for the entire four (4) hours or leave after completing the call-out. In either case the DCO or DCA must keep an accurate log of all time worked and tasks performed. Additional call-out pay will not be provided if they have to respond to another call within the four (4) hour window of the previous call.
 - d. On call pay will not be provided while receiving "call-out pay."
 - e. On call pay or additional call out pay will not be provided if the DCO or DCA is actively working for the Town at that time (i.e. DCO or DCA responds to an after-hours snow and ice operation call).
 - f. DCOs or DCAs shall receive two (2) hours of pay (kennel maintenance pay) at 1.5 times their normal rate for each day that they are responsible for cleaning the kennel. On-Call pay will not be provided while receiving kennel maintenance pay.
12. DCOs and DCAs will follow the policy and procedures for the position as established by the Department Head.

13. The DCO will provide after-hours coverage Monday through Thursday from 5:00 pm to 9:00am and on holidays. If the DCO responds to a call the DCO shall receive "call-out pay" in accordance with paragraph 11 above. Additional call-out pay will not be provided if the DCO has to respond to another call within the four (4) hour window of the previous call.
14. The Town reserves its right to contract with other service providers at any time should the Town determine, as is its managerial prerogative, that if it is not satisfied with the level of after-hours service provided through staff coverage (e.g., sufficient in- house staffing cannot be obtained to adequately meet the needs for after-hours coverage or there is a lack of quality or inconsistent quality in the performance of such service, such staffing is not cost effective, etc.).

ARTICLE XII

OUT-OF-TITLE WORK

1. No employee shall be required to assume the duties of a higher classification, except when a vacancy due to a vacation, illness, or leave of absence exists in an authorized position, and except when directed in writing by the Town Supervisor.
2. In the event an employee is assigned out of title work by their Department Head for an assignment lasting more than five (5) days the employee will contact their Union Steward who will be responsible for immediately notifying, in writing, the Town Supervisor to request out of title pay. If the Town Supervisor does not respond within five (5) days, the out of title pay will be considered approved and retroactive to the first day of the assignment.
3. Out-of-title pay will consist of an hourly increase of \$1.50 for the duration of the temporary assignment.
4. Out-of-title assignment shall not be valid unless designated to the employee in writing, setting forth the commencement date of the assignment. An employee, failing to receive a written designation of the assignment, is required to submit a written grievance within three (3) business days protesting the failure to receive written designation.

5. Out-of-title pay is not intended for employees being trained for a higher job classification while being trained and supervised within a Town approved training program.
6. Any other claim by an employee that he is performing duties in excess of those which are required by his title may be processed through the Town Supervisor in a request for a job audit, which shall be conducted by the County Civil Service Commission, whose determination shall be final.

ARTICLE XIII **COMPENSATION**

1. Salary Schedules (See Schedules “A” and “B” attached) will consist of a minimum (Min) and maximum (Max) salary range for each pay grade.
2. The salary schedules have been increased for the year 2017. Further increases in salary schedules A & B will be as follows:
 - January 1, 2018 – 1%
 - January 1, 2019 – 1%
 - January 1, 2020 – 1%
 - January 1, 2021 – 1%
3. Each employee whose work performance during the preceding anniversary year has been satisfactory, shall, upon the following, receive an increase in salary
 - a. New employees and current employees with four (4) years or less of continued employment will receive their annual increase upon their anniversary date.
 - b. Employees with more than four (4) years of continued service will receive their annual increase on January 1 of the contract year.
 - c. During the first 4 years of employment if an employee’s anniversary date occurs within the first seven (7) days of a pay period, his annual wage increase shall be effective as of the first (1st) day of that pay period.

- d. During the first 4 years of employment if an employee's anniversary date occurs within the last seven (7) days of a pay period, his annual wage increase shall be effective with the first (1st) day of the following pay period.
4. Salary increases for 2017 will be calculated as follows:
 - a. Employees who were off step as of December 31, 2016 will receive 2.25% in 2017.
 - b. Employees who were on step as of December 31, 2016 will receive their step increase per the former schedules in 2017.
 - c. All employees will receive an additional adjustment in their salary equal to \$1000.
5. During the term of this agreement **only** (not subject to continuation under the Triborough Law, Civil Service Law Section 209-a.1.e), The following annual increases will be in effect for the following years for all employees:
 - 2018 – 3.0%
 - 2019 – 3.0%
 - 2020 – 2.75% (subject to reopener, but not less than 2.75%)
 - 2021 – 2.75% (subject to reopener, but not less than 2.75%)
6. The Town and Union agree to re-open negotiations for wage increases for the years 2020 and 2021 only, beginning June 1, 2019 and for a period not to exceed 30 days. Should the parties not reach an acceptable agreement at the conclusion of 30 days, the increases identified in this agreement shall remain in effect.
7. New employees will normally be hired at the Minimum rate for their position. However, the Town may recognize a new employee's training, experience, skills and certifications/ licenses and place the employee at a higher rate. However, this will not be done without prior consultation with the Union and an explanation of the reasons for the higher rate. By mutual agreement the parties may place an incumbent between the minimum and maximum pay scale of the salary schedule.
8. Any employee who is promoted and is already earning a wage or salary rate which exceeds the top rate of the Level to which he is promoted will receive an increase of between \$0.75 per hour and \$1.50 per hour increase on the effective date of his promotion. The increased rate shall be recommended by the

Department Head and approved by the Town Supervisor based upon the findings of a completed Employee Performance Evaluation.

9. Unsatisfactory work performance in the twelve (12) month period immediately preceding the employee's anniversary date may be grounds for the denial of any increase under this section, provided such unsatisfactory work performance is supported by disciplinary documentation.
10. Employees shall have their paycheck directly deposited into a savings or commercial bank, which shall be selected by the employee.
11. Employees hired on or before December 31, 2007 will continue to receive longevity payments as described below.

Effective with the first pay period of December in each year, qualifying employees shall receive longevity based on the following schedule.

6- 10 years \$500
11-15 years \$700
16-20 years \$800
21 Years and beyond \$1000

12. Lump sum payments for longevity, compensation in lieu of overtime and the sick leave incentive will be paid by direct deposit.
13. Yearend payout of compensatory time, if any, will be paid at the rate it was earned.

ARTICLE XIV **RETIREMENT**

1. Section 75-G of the New York State Retirement System shall be continued for Town employees for the duration of this agreement.
2. The Town will continue the provisions of Section 60-B which guarantees a minimum death benefit.

3. All members are granted the application of Section 41-j, which provides that unused sick leave may be used as additional service credit upon retirement, up to 165 days (not to be paid in cash, however).
4. The parties agree that the provisions of this article shall not be inconsistent with the provisions of the New York State Retirement System as enacted by the New York State Legislature.

ARTICLE XV

HEALTH INSURANCE

1. Full-time employees and part-time employees (those regularly scheduled to work 20 hours per week or more) shall be entitled to health insurance coverage under one of the plans to which the Town subscribes, provided that they meet the eligibility requirements of the plan and contribute any premium contributions required under this Article.
2. Health insurance coverage for active employees is provided through the Finger Lakes Municipal Health Insurance Trust. The Town of Chili offers the High Deductible Health Plan to active employees. In the event that the plan fails to meet the requirements of the Affordable Care Act, the Town will make an appropriate plan available to employees and that meets those requirements. Should the plan offered by the Town be considered excessive (Cadillac Plan) as defined by the Affordable Care Act, the Town may immediately discontinue offering that plan and offer another suitable plan that is not considered a Cadillac Plan. For the term of this contract and not to be continued beyond the term of this contract, the following health care contributions are available to active employees:

Employee Contributions to the High Deductible Health Plan will be:

Single - 10% of the premium.
2 Person – 12% of the premium
Family – 12% of the premium

Current employees who are for the first time enrolling in the Town's High Deductible Plan shall receive 50% of the town's contribution to their HSA account front loaded on January 1, 2017.

New employees enrolling in the Town's High Deducible Plan shall receive 25% of the Towns contribution to their HSA account front loaded on their first pay period.

Employer Contribution to the Employees HSA account will be:

2017: Single - \$1,800; 2-Person - \$3,600; Family - \$3,600

2018: Single - \$1,440; 2-Person - \$2,880; Family - \$2,880

2019 & Beyond: Single - \$1,080; 2-Person - \$2,160; Family - \$2,160

- a. The "Core Plan" will continue to be available to employees. However, should the employee desire to enroll in or remain in Core Plan, they will be responsible for the difference in cost between the High Deductible Plan benefit and the Core Plan benefit.
 - b. Should the Core Plan be considered excessive and classified as a Cadillac plan as defined by the Affordable Care Act, the Town will immediately discontinue offering this option.
3. In any year following 2021 the Town's 2021 dollar contribution amounts will not be increased or decreased, except through agreement of the parties.
 4. Retirees of the Town may continue membership in the group plan by paying premiums to the Town under procedures promulgated by the Town at time of retirement. These premiums shall be paid semi-annually, in advance. The retiring employee shall remit advance payments of the premium in a manner prescribed by the Town. Failure of the retiree to make the prescribed advance payments may result in his removal from the group coverage of the alternative health care plan.
 5. **Employees with 15 years of completed service as of 6/30/09.**
A retiree who has completed 20 years or more of service with the Town and has reached the age to qualify for a normal retirement pursuant to the New York State

Employees' Retirement System, shall receive fully paid health insurance. Retiree coverage will be limited to the High Deductible Plan offered by the Town. Contributions to an HSA account will be consistent with those made to active employees. Should the retiree desire to enroll in or remain on the Core Plan, they will be responsible for the difference in cost between the High Deductible Plan benefit and the Core Plan benefit. Coverage shall be single, 2 person or family plan consistent with the employee's status at the time of retirement. When the retiree is eligible for Medicare at age 65, Medicare shall be the primary insurer, and the retiree shall be eligible for a Medicare supplement plan from the health care provider being used for active employees at no cost. If the retiree is covered on another plan at the time of retirement, they must remain on that plan until either the Town's open enrollment period or a qualifying event occurs.

6. **Employees with less than 15 years of completed service as of 6/30/09.**

A retiree who was hired on or before 10/31/05 and who has completed 20 years or more of service with the Town and has reached the age to qualify for a normal retirement pursuant to the New York State Employees' Retirement System shall receive health insurance under one of the plans available to active employees, and shall be required to contribute one-half the amount required of active employees until age 62, when the retiree shall receive fully paid coverage. Coverage shall be single, 2 person or family plan consistent with the employee's status at the time of retirement. Retiree coverage will be limited to the High Deductible Plan offered by the Town. Contributions to an HSA account will be consistent with those made to active employees. Should the retiree desire to enroll in or remain on the Core Plan, they will be responsible for the difference in cost between the High Deductible Plan benefit and the Core Plan benefit. When the retiree is eligible for Medicare at age 65, Medicare shall be the primary insurer, and the retiree shall be eligible for a Medicare supplement plan from the health care provider being used for active employees at no cost. If the retiree is covered on another plan at the time of retirement, they must remain on that plan until either the Town's open enrollment period or a qualifying event occurs.

7. **Employees hired on or after 11/1/05.**

A retiree who was hired on or after 11/1/05 and who has completed 20 years or more of service with the Town and has reached the age to qualify for a normal retirement pursuant to the New York State Employees' Retirement System shall receive health insurance under one of the plans available to active employees, and

shall be required to contribute the same amount required of active employees. Retiree coverage will be limited to the High Deductible Plan offered by the Town. Coverage shall be single, 2 person or family plan consistent with the employee's status at the time of retirement. Contributions to an HSA account will be consistent with those made to active employees. Should the retiree desire to enroll in or remain on the Core Plan, they will be responsible for the difference in cost between the High Deductible Plan benefit and the Core Plan benefit. When the retiree is eligible for Medicare at age 65, Medicare shall be the primary insurer, and the retiree shall be eligible for a Medicare supplement plan from the health care provider being used for active employees at no cost. If the retiree is covered on another plan at the time of retirement, they must remain on that plan until either the Town's open enrollment period or a qualifying event occurs.

8. **Spouse & Family Coverage.**

The Town will cover the spouse and family of the employee at the time of retirement, but not any subsequent spouse or family.

When the retiree becomes Medicare eligible, if the spouse is not also Medicare eligible, the Town will provide single plan coverage for the spouse until the spouse becomes Medicare Eligible or the expiration of 60 months (5 years) whichever occurs first. Children will be allowed to remain on the plan until they age off the plan (per plan guidelines) or the expiration of 5 years, whichever occurs first.

If the retiree dies, the spouse and children receiving benefits under 4, 5 and 6 above will be covered for five years unless he/she deceases or remarries, or has an equal health insurance plan available through an employer which provides equal coverage and is equal to or less costly than the plan offered by the Town. If the spouse is not Medicare eligible after five years, he/she will be responsible for his/her own insurance until Medicare eligible. Prior to age 65 the surviving spouse may elect to remain on the Town's health plan at their own expense paid semi-annually in advance. Children will be allowed to remain on the plan until they age off the plan (per plan guidelines); the expiration of 5 years; or the surviving parent obtains insurance elsewhere, whichever occurs first.

If the retiree's spouse has to leave the Town's coverage after five years either due to the retiree going to Medicare or the retiree dies, once he/she becomes Medicare

eligible, he/she will then be allowed to come back under the Town's health insurance program and obtain a Medicare supplement plan from the health care provider being used for active employees at no cost to the spouse.

9. Retirees and their spouses who receive Town paid Medicare supplements under any of the above sections will receive fully paid local area supplemental plans. Retirees and spouses who require the Town's out of area coverage will be responsible for the difference in cost between the Town's local plan and an out of area plan.
10. Once a retiree turns 65 and receiving Medicare they are no longer eligible to receive an HSA contribution from the Town. This includes contributions made for any spouse or family member who remains on an active plan.
11. The Town subscribes to a voluntary Flexible Spending Account which will allow employee out-of-pocket medical costs to be paid on a tax-advantaged basis.
12. Employees, at their option, may enroll in the Town's self-insured dental plan, for the benefit of the employees in the bargaining unit, with the premium to be fully paid by the Town. (Health Economics Group is the current third party administrator). The general features of the dental plan are as follows:
 - a. A maximum of one thousand dollars (\$1,000) coverage per calendar year for each covered participant and dependents.
 - b. CLASS I Examinations, Diagnostic & Preventative, Prophylaxis (cleanings), X-rays, Fluoride Treatments (Services will be paid at 100% of UCR Schedule of allowances)

CLASS II Oral Surgery, Restoration (fillings), Extractions, Periodontics, Root Canal Therapy (Services will be paid at 85% of UCR schedule of allowances)

CLASS III Repair of Prosthetic Appliances, Prosthetic Service, Crowns and Inlays, Bridgework, Dentures (Services will be paid at 50% of UCR schedule of allowances)

The Town will continue to provide dental coverage which is equal or better than the dental coverage provided under this collective bargaining agreement.

Effective March 1, 1998, both current and future and retirees of the Town who qualify pursuant to Article XV, Section 3 of the collective bargaining agreement, shall be covered by the Town's self- Insured dental plan as described below:

The Town further agrees to provide the same dental coverage to the spouse of the deceased retiree under the same conditions as set forth in Article XV, Section 4 of the collective bargaining agreement.

- a. A maximum of one thousand dollars (\$1,000.00) coverage per calendar year for each covered participant and dependent's.

- b.

Class I	Examinations Prophylaxis (cleanings) X-Rays Fluoride Treatments
Class II	Oral Surgery Restoration (fillings) Periodontics Root Canal Therapy
Class III	Repair of Prosthetic Appliances Prosthetic Service Crowns and Inlays

Class I services will be paid at 100% of Table 42 allowances

Class II services will be paid at 50% of Table 42 allowances

Class III services will be paid at 50% of Table 42 allowances

The premium equivalent which is an obligation of the Town, is estimated to be:

Single coverage \$11.77 per month

Family coverage \$26.50 per month

Any increase in the forgoing monthly premium equivalent rates shall be an obligation of the covered participant(s) and shall be remitted to the Town in a manner promulgated by the Town. Any failure of the participant to remit his share of an increased premium equivalent shall result in the elimination of the participant from the retiree dental coverage program.

13. The Town of Chili agrees to provide payroll checkoff for employee disability insurance, the premium to be fully paid by the employee.
14. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the Town in reliance upon payroll deduction for employee disability insurance, as submitted by the Union to the Town.
15. Per governmental regulations, the Town is required to offer health insurance to full time employees. Employees may choose to opt out of Town provided health care, however they must demonstrate that they have health care provided by another source. Proof of coverage is required for the duration of the opt out period. The alternate coverage may not be from a source (such as a health insurance exchange) which would subject the Town to a penalty, fine or other disadvantage under the Affordable Care Act or any other health care law, rule or regulation. An employee who opts out will remain in that status for the entire year. However, if an employee loses the alternate coverage, that employee may re-enroll in Town coverage and any opt out payment will be pro-rated.

Employees who opt out and are eligible for a two-person or family plan will receive an opt out payment. Eligible employees will receive \$3,000.00 annually, to be paid by separate direct deposit on a pro-rated basis quarterly in arrears. This benefit will not be paid to an employee if they are covered on the Town's health plan through another employee of the Town (i.e. spouse or parent).

ARTICLE XVI

HOLIDAYS

1. Holidays shall constitute days off with pay for employees who have been employed by the Town for thirty (30) days or more, and who work the scheduled work hours on the day preceding and following the stated holiday.

Employees who are on sick leave during their scheduled work hours the day preceding or the day following a holiday shall be paid for the holiday from available sick leave credits.

Part-time employees, who are regularly scheduled to work at least twenty (20) hours per week, will be entitled to holiday pay for four (4) hours. e.g., if the employee is regularly scheduled to work on Mondays and is unable to because of a holiday, the employee is entitled to four (4) hours pay.

2. Thirteen holidays observed by the Town shall be as follows:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

A floating holiday will be observed during the term of this collective bargaining agreement, as set forth below:

2017 July 3
2018 December 24

2019 December 24
2020 July 6
2021 July 6

3. The above holidays shall be observed in accordance with the date prescribed by State and/or Federal law. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When a holiday falls on Sunday, the following Monday shall be considered the holiday.
4. Employees who work on a holiday shall receive holiday pay plus time and one-half (1½) for hours worked on such holiday.

ARTICLE XVII

SICK LEAVE

1. Sick leave shall be earned and posted at the rate of one (1) day per month of service, up to a maximum of 165 days. Sick leave is neither earned nor posted when the employee is at this maximum.
2. When sick leave credits are exhausted, accumulated vacation time must be applied toward absence due to illness.
3. Sick leave constitutes absence for reasons of illness or injury in which the employee is unable to engage in gainful employment with the Town or any other employer.
4. When absence is required under the provisions of sick leave, the employee, or a person in his stead, must notify the employee's supervisor within fifteen (15) minutes subsequent to the commencement of the working day of the reasons for the absence.
5. The employee shall be responsible for notifying the Town Supervisor or his designee of any change in condition or other necessary information.
6. Sick leave which extends three (3) days or more shall, upon request of the Town Supervisor or his designee, be supported by a standard medical certificate

completed by the attending physician. Failure to provide such certificate when requested shall result in no payment for the period of time in question.

7. Notwithstanding the foregoing, if the employee's supervisor has reasonable doubt as to the validity of the employee's absence, he shall have the power to direct the employee to produce a medical certificate verifying that the employee has been seen by the attending physician on the day or days reported ill. This certificate shall be produced within three (3) days following return to work.
8. Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay, and may be subject to disciplinary action.
9. Excessive absenteeism and/or chronic tardiness may result in disciplinary action.
10. Employees covered by this agreement will earn one (1) day's pay for each calendar quarter of no sick leave usage, exclusive of Worker's Compensation leave time. Such payment will not exceed four (4) day's pay during any calendar year, and payment will be made in the second pay period of the year following the calendar year in which the payment was earned. Vacation may not be substituted for sick leave for purposes of qualifying for this incentive payment.

Employees injured on the job will inform supervision as soon as reasonably possible of the time and nature of the injury. If the employee loses time from work, said employee will receive medical attention and provide medical verification before he/she can access their sick leave bank for time lost due to the reported injury.

An employee who is absent due to a work related injury will have restored to him/her at the time the Town receives reimbursement for sick or vacation time paid by the Town during such absence credit for any sick or vacation time repaid to the Town on a pro-rated basis, that is, sick/vacation credits will only be restored to the value of the reimbursed amount (ie. if the Town reimbursement is equal to 2/3 of what the town paid, up to a certain maximum, so 2/3 of the days used will be restored), and the first 5 days of such absence and use of sick or vacation leave shall not be subject to the restoration of sick/vacation credits unless the town also receives reimbursement for said time. Such absence will not be used to deprive the employee of sick leave incentive compensation. If at the time the

case is revisited or closed, the Town is required to repay or credit any reimbursement received, the sick/vacation restored will again be deducted.

11. HALF-PAY SICK LEAVE

Employees who have been employed by the Town for one (1) year or more, shall be entitled to half-pay sick leave for a maximum period of three (3) months, under the following conditions:

- a. The employee has exhausted all accumulated leave time.
- b. The employee is subjected to an unpaid waiting period of ten (10) working days from the time of their exhaustion of all accumulated leave time.
- c. The employee has not abused the sick leave privilege during the term of his employment.

Employees who have been employed by the Town for two (2) years or more, shall be entitled to half-pay sick leave for a maximum period of six (6) months, under the following conditions:

- a. The employee has exhausted all accumulated leave time.
- b. The employee is subjected to an unpaid waiting period of five (5) working days from the time of their exhaustion of all accumulated leave time.
- c. The employee has not abused the sick leave privilege during the two (2) year period immediately preceding the request, as documented by past discipline.

Employees who have been employed for three (3) years or more, shall be entitled to half-pay sick leave for a maximum period of six (6) months, under the following conditions:

- a. The employee has exhausted all accumulated leave time.
- b. The employee has not abused the sick leave privilege during the two (2) year period immediately preceding the request, as documented by past discipline.

12. Half-pay sick leave may be granted only once during a twelve (12) month period, which shall commence at the start of the granting of the half-pay sick leave.
13. An employee who is denied a request for half-pay sick leave, may grieve such denial at Step 1. of the grievance procedure. If the grievance is denied at Step 1., the employee may appeal such denial to the Town Supervisor for final determination. The grievance shall not be subject to arbitration.

ARTICLE XVIII

VACATION

Effective September 1, 1983, employees covered by Article III of this agreement will earn a paid vacation allowance determined by length of service as prescribed below.

1. Vacation eligibility of regular part-time employees shall be pro-rated, IE. each vacation day shall consist of four (4) hours. Vacation preference shall be selected by virtue of seniority within each department. An employee may exercise his seniority by entering his name and choice of vacation on a vacation preference sheet which shall be posted no later than March 1 of each year, and which shall remain posted for a period of fourteen (14) days.
2. Earned vacation must be taken within the year in which it is credited, and may not be carried over from one year to another, unless the employee is prevented from taking vacation by directive of the Town Supervisor or his designee; and, in this event, vacation may be carried over to a maximum of ten (10) days.
3. Vacation eligibility shall be established by anniversary date of employment with the Town. Vacation earned will be posted and granted, pursuant to the Schedule E of this contract.

Anniversary date of employment under this Article shall be the first date of employment with the Town as a full time employee or as a part-time employee regularly scheduled to work at least twenty (20) hours per week or more on a regular basis.

Employees are permitted to accrue vacation on a monthly basis, based upon anniversary date of employment and may not utilize such vacation accrual until credited on the employee's monthly anniversary date. The rate of accrual shall be pursuant to the Schedule E of this contract.

4. For purposes of clarification, employees accrue vacation according to the Schedule E on a monthly basis, i.e., an employee upon completion of five (5) years of service - in the first month of his sixth (6th) year of service changes his accrual rate from one (1) day per month to 1 5/12 days per month.

Example of an employee who has complete eleven (11) years service as of October 10, 1994:

Assuming that he took no vacation from October 10, 1993 to October 10, 1994, he would have in his vacation bank twenty-two (22) days' vacation to be used between October 10, 1994 and October 10, 1995. He might also have an additional ten (10) days' vacation which he carried over from previous years, which would then equal thirty-two available vacation days.

Assuming he carries over ten (10) days from 1995, and earns another twenty-two (22) days between October 10, 1995 and October 10, 1996, and used none of those twenty-two days, he would have thirty-two (32) days available to him in 1996.

5. Vacation time shall be taken only when approved by the Town Supervisor or his designee and may not be taken in increments of less than one (1) hour.
6. Where one (1) hour of vacation is requested for purposes of a medical appointment, the employee may be requested to produce a statement from the doctor or dentist confirming the visit.
7. Accrued vacation shall be paid for in cash at time of separation from service with the Town, providing at least two (2) weeks' notice is given to the Town, unless the notice requirement is waived by the Town Supervisor for just cause.

ARTICLE XIX
BEREAVEMENT LEAVE

1. An employee covered under this agreement shall be granted up to a maximum of three (3) consecutive working days with no loss of pay due to death in the immediate family.
2. For purposes of this Article, immediate family shall include parents, spouse, children, grandchildren or step-children, brother, sister, current son-in-law, current daughter-in-law, grandparents, current brother-in-law, current sister-in-law, or persons occupying the position of parent of the employee or spouse.
3. In the event of death of an aunt, uncle, niece, nephew or first cousin, and subject to the approval by the Department Head, or the Town Supervisor or his designee, an employee may be granted up to one (1) day for funeral attendance without loss of pay. An employee may be granted one-half (1/2) day with pay to attend funerals for other than a relative at the sole discretion of the Town Supervisor.
4. The Employer shall be entitled to a copy of the certificate of death upon request.

ARTICLE XX
JURY DUTY

1. In order to meet an obligation as a citizen to serve on juries, an employee will be granted time off with pay for jury duty. Reimbursement received for services as a juror will be paid by the employee to the Town.
2. Time off without pay may be granted with permission from the Town Supervisor or the Department Head, pursuant to subpoena or other order of the Court, providing the employee is not a litigant in the Court proceeding.

ARTICLE XXI

SAFETY EQUIPMENT

The Town will reimburse to any employee who is directed to use safety shoes, to a maximum of one hundred fifty dollars (\$150.00) for one pair per calendar year, upon submission of receipt of purchase. Any employee failing to wear required safety shoes or any other required safety equipment will be subject to disciplinary action.

The Town will contract with an eye care provider for the purpose of supplying prescription safety glasses to employees engaged in physical services (not to exceed one (1) pair per year).

The eyeglass frame will be chosen by the Town. If an employee desires a more expensive frame, he will be obligated to pay the difference to the vendor.

The Town agrees to supply and replace, as needed, uniforms which the Town requires employees to wear.

Blue collar employees will be allowed to request up to one hundred fifty dollars (\$150.00) of allowable winter clothing annually. All orders will be submitted to the town and received by November 1st. All clothing must be purchased through a Town approved vendor, and all shirts and jackets will have the Town logo thereon.

Permitted Clothing:

Bibs, Jackets, Gloves, Hats, Sweat Shirts, Hoodies and/or items approved by the Commissioner of Public Works.

ARTICLE XXII

PROMOTIONAL OPPORTUNITIES

1. The Town is committed to the policy of promoting from among its employees whenever possible. This policy shall not prevent the Town from hiring from outside when the appointing authority determines that no existing Town employee meets the qualifications of the posted position.

2. When a promotional opportunity exists as a result of a vacancy which the Town intends to fill, the Town will offer the promotion to the most qualified employee (in a lower level title) who has demonstrated sufficient familiarity and experience in respect to the duties of the higher level position.
3. The employee selected for the promotional opportunity shall serve a six (6) month probationary period in the duties of the higher position and, during such probationary period, shall be paid the rate of the higher position.
4. Promotional opportunities shall be posted on appropriate bulletin boards for a minimum period of five (5) days. The posting shall set forth the qualifications for the posted position.
5. An employee who meets the qualifications for the posted position may apply to the Town for consideration for appointment.
6. When the qualifications of two (2) or more employees are relatively equal, seniority shall be the determining factor for appointment.
7. Qualifications of employees shall be determined by reviewing the application with Monroe County Civil Service and the appointing authority. Applicants who do not meet the requirements of Civil Service will be denied the promotional opportunity.

ARTICLE XXIII **PROBATIONARY PERIOD**

1. The probationary period for a permanent competitive employee shall be as set forth in Civil Service Law.
2. The probationary period for non-competitive and labor class employees shall be for a period of six (6) months, which may be extended by written notice to the employee from the appointing authority for an additional six (6) month period.
3. Nothing contained in this Article shall serve to curtail or modify the rights of the appointing authority in respect to appointment or promotion from an eligible list,

pursuant to Section 61 of Civil Service Law.

4. A non-competitive or labor class employee who is promoted to a higher title, shall serve a six (6) month probationary period, during which time he shall be returned to his former position without recourse to the grievance procedure, if such employee fails to successfully complete his probationary period.
5. Employees who have been appointed on a civil service provisional basis must take, pass, be reachable and be appointed from a current civil service list before they can be appointed to probationary status.

ARTICLE XXIV **LAYOFF AND BUMPING**

1. In the event it becomes necessary to lay off competitive class employees for any reason, employees within the affected job title(s) shall be laid off in accordance with established Civil Service Procedures.
2. In the event that it becomes necessary to lay off laboring non-competitive class employees for any reason, employees within the affected job title(s) shall be laid off in the following manner:
 - a. Employees not having seniority shall be laid off first.
 - b. Employees having seniority shall be laid off in the inverse order of seniority.
3. The Town shall forward a list of those employees being laid off to the Union President on the same day that notices are issued to the employees.
4. Employees to be laid off will have at least ten (10) days' notice of layoff or be paid in lieu of time.
5. When an employee in the laboring or non-competitive class is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump or replace an employee with less seniority in an equal or lower job title under the following conditions:

- a. Seniority is the major factor; and the employee qualifies for the job, and
 - b. He can learn to do the available work within fifteen (15) working days.
 - c. The employer shall determine the bumping order in accordance with the provisions of this subdivision.
6. When a laid off employee bumps into a title in a lower pay group, he/she shall be placed at the salary step in the lower pay group which most closely preserves his/her former rate of pay.
7. At the time of layoff, an employee who is offered a bump down to a lower classification may elect instead to accept a layoff, and upon the exercise of such election shall have the rights of a laid off employee.

ARTICLE XXV

RECALL PROCEDURES

1. All employees in laboring and non-competitive classes who have been laid off shall be recalled within their former title before a new employee is hired in such title, or before a current employee is promoted into such title.
2. An employee shall be recalled from layoff to the same title and salary step he was in at the time of his layoff. Such recall shall be in the reverse order of layoff and under the following conditions:
- a. Seniority is the major factor; and,
 - b. He can do the available work; or
 - c. He can learn to do the available work within fifteen (15) working days.
3. Notice of recall shall be sent to the employee at his last known address by registered or certified mail and a copy sent to the President of the Union. If an employee fails to report for work within ten (10) working days from the date of

mailing the notice of recall, he shall be considered a quit. Recall rights for a bumped employee who remains in the employ of the Town shall expire one (1) year from the date of layoff or a period equal to that of his seniority, but never more than four (4) years. Recall rights for any employee who is laid off from the service of the Town shall expire one (1) year from the date of layoff. It shall be the responsibility of the employee to notify the Town of any change of mailing address while on layoff status.

ARTICLE XXVI

DISCIPLINARY PROCEDURES

1. Any employee who has completed his probationary period shall not be disciplined or discharged without just and sufficient cause.
2. The concept of progressive discipline shall be utilized whenever possible and appropriate, and the range of possible disciplinary actions shall be as follows:
 - a. Counseling memorandum (not considered discipline).
 - b. Written reprimand.
 - c. Suspension without pay (for a maximum period of 20 working days).
 - d. Demotion.
 - e. Termination.
3. Any employee who has completed his probationary period, who is disciplined or discharged, shall be served with a notice of the action taken and the specific reasons therefore. A copy of the notice of action shall be served simultaneously upon a representative of the Union and a copy mailed to the Union office.
4. This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the Town or his fellow employees, the employee may be suspended, and the serving of notice shall be waived for a period of forty-eight (48) hours.
5. A counseling memorandum or notice of discipline shall be served upon an employee no later than ninety (90) days from the date the Employer became aware of the employee's conduct which warranted the counseling or disciplinary action.

6. An employee, alleging that disciplinary action taken was without just and sufficient cause, shall have full recourse to the grievance procedure as set forth in Article XXV, providing that such grievance is filed within ten (10) working days following the action being grieved.
7. The pendency of a grievance under this Article shall not restrict the Town's right to take the action being contested by the employee.
8. An employee shall have the right to attach to any derogatory material which is placed in his personnel file a response of reasonable length.
9. Any derogatory material which is three (3) or more years old will, upon request, be removed from the employee's personnel file and placed in a sealed file. Such material may be used by an arbitrator only for penalty consideration purposes.
10. Nothing contained in this Article shall preclude the Town Board from terminating an employee by failing to reappoint such employee who is subject to appointment by the Town Board. Termination as a result of failure of the Board to reappoint an employee shall not be subject to the provisions of this Article.

ARTICLE XXVII

GRIEVANCE PROCEDURE

1. Each employee shall have the right to present his grievance to representatives of the Town, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to representation in all steps of the grievance procedure.
2. A Union representative, with or without an employee, shall have the right to file a policy grievance, which is a grievance relative to interpretation of an express contractual provision.
3. A grievance shall be defined as any claimed violation of a specific and express provision of this agreement, or any matter which relates to employee health or safety, provided however, that such term shall not include any matter involving an employee's retirement benefits, Civil Service classification, or any other matter

which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law (or any matter which the Town is without authority to act).

4. Pendency of a grievance shall not operate to impede, delay, or interfere with the right of the Town to take the action complained of.
5. The term "days" as used in this Article, shall, except where otherwise stated, mean business days.
6. The parties agree that it is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered as a maximum, and every effort shall be made to expedite the process. However, when mutually agreed to in writing, the time limits may be extended between the Union President or his designee and the Town Supervisor or his designee.
7. Failure at any step of this procedure to communicate to the Union the decision on a grievance within the specified time limits shall permit the Union to proceed to the next step of the grievance procedure. Failure to appeal a grievance to the next step by the Union within the specified time limits shall serve to terminate the grievance.

Step 1

- a. A grievance as defined hereinabove between an employee or a group of employees and the Town shall be initiated in the first instance with the immediate supervisor of the department involved. The grievance shall be submitted in writing, and signed by the appropriate party (ies); or, in the event of a grievance on behalf of a group of employees, by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within ten (10) business days of its known occurrence.
- b. The immediate supervisor shall serve a written reply to the aggrieved party or parties within five (5) business days of the submission of the grievance.

Step 2

- a. In the event the grievance is not disposed of under Step 1, the aggrieved employee(s) may request a review of the grievance with the Department Head. Such request shall be submitted to the Department Head in the same manner provided for in Step 1 of the grievance procedure within five (5) business days of the conclusion of Step 1.
- b. The Department Head shall conduct a hearing at which all parties involved may present oral or written statements in support of their position. The hearing shall take place within ten (10) business days following the submission of the grievance to Step 2 of the grievance procedure.
- c. The Department Head shall serve a written reply to the aggrieved employee(s) within five (5) business days from the close of the hearing.

Step 3

In the event the grievance is not disposed of under Step 2 of the grievance procedure, the aggrieved employee(s) may request a review of the grievance with the Town Supervisor. Such request shall be submitted in the same manner provided for in Step 2 of the grievance procedure, and shall be submitted within five (5) business days from the conclusion of Step 2. The Supervisor shall serve a written reply to the aggrieved employee(s) within ten (10) business days following the review.

Step 4

- a. In the event the grievance is not disposed of under Step 3 of the grievance procedure, the Union may submit the grievance to arbitration in the manner provided for below within ten (10) business days from the conclusion of Step 3.
- b. The petition for arbitration shall be made on the appropriate form sent to the Public Employment Relations Board requesting a panel of seven (7) arbitrators to be submitted to both parties to the dispute. A copy of the arbitration demand shall be sent to the Employer. Upon receipt of the panel

of arbitrators submitted by the Public Employment Relations Board, the parties shall make the selection of the arbitrator by alternately striking names from the panel until the name of only one person remains. The remaining person shall be designated the arbitrator in the dispute.

- c. Each party to the dispute shall have the right to reject not more than one (1) panel submitted by the Public Employment Relations Board.
- d. The arbitrator, after considering all oral testimony and any other evidence presented at the hearing, shall make every effort to render his decision to both parties within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the dispute.
- e. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way, the provisions of this agreement, or any amendment or supplement thereto. If the grievance concerns matters not specifically covered by this agreement, or if the arbitrator determines that the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.
- f. The time limits, as set forth in this Article, shall be strictly adhered to and shall be binding upon the parties unless waived by mutual agreement in writing.
- g. The fees and expenses of the arbitrator shall be shared equally by the Town and the Union.
- h. If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, the party requesting such cancellation or postponement shall be obligated to pay the cancellation fee of the arbitrator.
- i. If the arbitration hearing deals with disciplinary action, the arbitrator shall confine himself solely to a review of the determination of guilt or innocence of the grievant, to determine whether or not the decision was based upon substantial evidence. The arbitrator shall be precluded from any determination in respect to the merits of the rules and regulations of the

Town, or in respect to the penalty imposed upon the grievant, except where the penalty imposed is found to be arbitrary or capricious.

ARTICLE XXVIII **NO STRIKE PROVISION**

The Union hereby affirms its statutory responsibility not to engage in, cause, instigate, encourage, or condone any strike or other concerted stoppage of work or slowdown, or concerted withholding of services.

ARTICLE XXIX **COMPLETE AGREEMENT**

1. The parties acknowledge that during the negotiations that preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or any subject or matter not covered in this agreement.
2. This agreement shall represent all employee rights, privileges and benefits granted by the Town to its employees, and unless specifically set forth in this agreement, all benefits previously granted are not in effect.
3. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW AND THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.

4. IT IS FURTHER AGREED AND UNDERSTOOD BY BOTH PARTIES THAT THIS AGREEMENT AND ALL PROVISIONS HEREIN ARE SUBJECT TO ALL APPLICABLE LAWS, AND IN THE EVENT ANY PROVISIONS OF THIS AGREEMENT ARE HELD TO VIOLATE SUCH LAW, SUCH PROVISION SHALL NOT BIND EITHER OF THE PARTIES, BUT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AS IF THE INVALID OR ILLEGAL PROVISIONS HAD NOT BEEN A PART OF THIS AGREEMENT.
5. **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.**

ARTICLE XXX
PRINTING AND DISTRIBUTION OF AGREEMENT

1. This agreement shall be printed in the form of an all-inclusive collective bargaining agreement, and shall be distributed to all bargaining unit members.
2. The cost of producing the successor agreement shall be shared equally by the parties to this agreement.

ARTICLE XXXI
WINTER ROTATION

1. The Highway Road Foreman or his designee will be notified by the on-duty Foreman in respect to all circumstances related to snow and ice control.
2. Working Foreman, MEO's and Mechanics will be called out by seniority from a list and rotation of opportunities must be followed.

3. Drivers will only drive, unless there are not enough Laborers to do wing work.
4. Laborers will do wing work only, with rotation by seniority. This includes MEO's who are not qualified to drive.
5. Proper training of Dispatchers and substitutes (Laborers) will be undertaken and written procedures will be promulgated and followed.

ARTICLE XXXII

LEAVE OF ABSENCE

1. Any employee who is not eligible for or has exhausted paid leave, or who otherwise desires a leave of absence for personal reasons, shall submit a written application to the appropriate Department Head specifying the reason for the leave and the proposed start and end dates.
2. The Department Head will forward the request to the Supervisor with or without a recommendation. The granting of a leave shall be within the discretion of the Supervisor and shall be without pay or benefits.
3. An employee who exhausts other leaves shall immediately request a leave under this Article.
4. An employee granted a leave hereunder may continue coverage under medical and dental plans by contributing the full cost thereof in advance.
5. An employee who fails to return from a leave without having obtained an extension shall be deemed to have resigned employment with the Town.
6. An employee on leave shall keep the Town informed of any change in conditions affecting the reason for which the leave was granted.
7. An employee on leave shall not engage in any employment or other activity for compensation without the express prior approval of the Town.

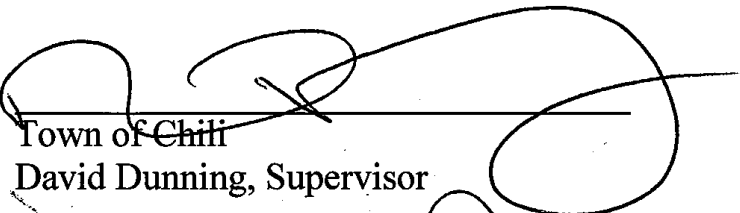
Employees who are on an approved FMLA leave or on Workers' Compensation are not required to apply for a leave under this Article, except that the

requirements of paragraphs 6 and 7 above shall apply. Such employees must apply for a leave under this Article if their FMLA/Comp leave ends and they are not returning to work.

ARTICLE XXXIII
TERM OF AGREEMENT

1. This agreement shall become effective January 1, 2017, and terminate at the close of business on December 31, 2021.
2. Nothing contained in this agreement shall be retroactive to January 1, 2017, unless specifically stated.
3. This agreement shall continue in full force and effect from year to year thereafter, unless either party shall notify the other party in writing, not earlier than the 1st of June, 2021 and not later than the 30th of June, immediately preceding the termination date, of its intention to modify or terminate this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.


Town of Chili

David Dunning, Supervisor

11-9-2016
Date


James Hulbert, Local Representative

A.F.S.C.M.E, Local 3179

11-9-2016
Date


Robert Begandy, President

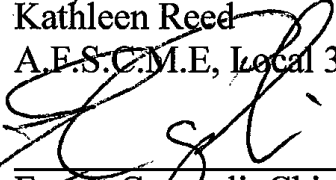
A.F.S.C.M.E, Local 3179

11-9-2016
Date


Kathleen Reed

A.F.S.C.M.E, Local 3179

11-10/16
Date


Ernest Campoli, Chief Steward

A.F.S.C.M.E, Local 3179

11/9/16
Date


Joseph McEntee, Blue Collar Steward

A.F.S.C.M.E, Local 3179

11/10/16
Date

TOWN OF CHILI **SALARY SCHEDULE A**

2017

Pay Grade	Min	Max
1	13.15	16.02
2	14.11	17.20
3	15.05	18.34
4	16.12	19.65
5	17.21	20.98
6	18.42	22.45
7	19.69	24.00
8	21.06	25.68
9	22.52	27.45

2018

Pay Grade	Min	Max
1	13.28	16.18
2	14.25	17.37
3	15.20	18.52
4	16.28	19.85
5	17.38	21.19
6	18.60	22.67
7	19.89	24.24
8	21.27	25.94
9	22.75	27.72

2019

Pay Grade	Min	Max
1	13.41	16.34
2	14.39	17.55
3	15.35	18.71
4	16.44	20.04
5	17.56	21.40
6	18.79	22.90
7	20.09	24.48
8	21.48	26.20
9	22.97	28.00

2020

Pay Grade	Min	Max
1	13.55	16.51
2	14.54	17.72
3	15.51	18.90
4	16.61	20.25
5	17.73	21.62
6	18.98	23.13
7	20.29	24.73
8	21.70	26.46
9	23.20	28.28

2021

Pay Grade	Min	Max
1	13.68	16.67
2	14.68	17.90
3	15.66	19.08
4	16.77	20.45
5	17.91	21.83
6	19.17	23.36
7	20.49	24.97
8	21.92	26.72
9	23.43	28.56

TOWN OF CHILI **SALARY SCHEDULE B**

2017

Pay Grade	Min	Max
21	22,211	27,075
22	24,143	29,430
23	26,077	31,787
24	28,162	34,329
25	30,416	37,077
26	32,852	40,047
27	35,476	43,245
28	38,186	46,549
29	43,500	53,026

2018

Pay Grade	Min	Max
21	22,433	27,346
22	24,384	29,724
23	26,338	32,105
24	28,444	34,672
25	30,720	37,448
26	33,181	40,447
27	35,831	43,677
28	38,568	47,014
29	43,935	53,556

2019

Pay Grade	Min	Max
21	22,657	27,619
22	24,628	30,022
23	26,601	32,426
24	28,728	35,019
25	31,027	37,822
26	33,512	40,852
27	36,189	44,114
28	38,954	47,485
29	44,374	54,092

2020

Pay Grade	Min	Max
21	22,884	27,895
22	24,875	30,322
23	26,867	32,750
24	29,015	35,369
25	31,338	38,200
26	33,847	41,260
27	36,551	44,555
28	39,343	47,959
29	44,818	54,633

2021

Pay Grade	Min	Max
21	23,113	28,174
22	25,123	30,625
23	27,136	33,078
24	29,305	35,723
25	31,651	38,582
26	34,186	41,673
27	36,916	45,001
28	39,737	48,439
29	45,266	55,179

SCHEDULE C

Pay Grade	Title
1	Laborer
2	Skilled Laborer / G.E.O.
3	M.E.O. / Maintenance Mechanic III / Senior G.E.O.
4	Senior M.E.O. / Automotive Mechanic / Head G.E.O.
5	M.E.O. I / Automotive Mechanic I
6	Vacant
7	Vacant
8	Park Foreman / Working Foreman
9	Road Foreman

SCHEDULE D

Pay Grade	Title
21	Vacant
22	Clerk Typist, Office Clerk IV, Account Clerk,
23	Computer Support Clerk / Account Clerk Typist
24	Assistant Clerk to the Justice / Recreation Assistant / Recreation Attendant / Real Property Appraiser Trainee / Office Clerk IV
25	Planning Clerk / Deputy Receiver of Taxes, Office Clerk II
26	Recreation Leader / Assessment Clerk / Code Enforcement Officer / Dog Control Officer / Purchasing and A/P Clerk
27	Real Property Appraiser / Secretary to Planning and Zoning
28	Assistant Assessor / Deputy Fire Marshal / Assistant Plumbing and Building Inspector
29	Building and Plumbing Inspector / Fire Marshal / Recreation Supervisor

SCHEDULE E
ARTICLE XVIII

VACATION ELIGIBILITY AND ACCRUAL SCHEDULE

VACATION CREDIT – WHITE COLLAR

ELIGIBILITY	TOTAL DAYS	ANNUAL HOURS	CREDIT PER HOUR
During 1 st year	5	35	2.9 Hours for 11 months; 3.1 hours for 12 th month
1 year (start 2 nd)	12	84	7 hours for 12 months
5 years (start 6 th)	17	119	9.9 hours for 11 months; 10.1 hours for 12 th month
10 years (start 11 th)	22	154	12.8 hours for 11 months; 13.2 hours for 12 th month
15 years (start 16 th)	23	161	13.4 hours for 11 months; 13.6 hours for 12 th month
16 years (start 17 th)	24	168	14 hours for 12 months
17 years (start 18 th)	25	175	14.6 hours for 11 months; 14.4 hours for 12 th month
18 years (start 19 th)	26	182	15.2 hours for 11 months; 14.8 hours for 12 th month
19 years (start 20 th)	27	189	15.75 hours for 12 months
20 years (start 21 st)	28	196	16.3 hours for 11 months; 16.7 hours for 12 th month
21 years (start 22 nd)	29	203	16.9 hours for 11 months; 17.1 hours for 12 th month
22 years (start 23 rd)	30	210	17.5 hours for 12 months

SCHEDULE E
ARTICLE XVIII

VACATION ELIGIBILITY AND ACCRUAL SCHEDULE

VACATION CREDIT – BLUE COLLAR

ELIGIBILITY	TOTAL DAYS	ANNUAL HOURS	CREDIT PER HOUR
During 1 st year	5	40	3.3 Hours for 11 months; 3.7 hours for 12 th month
1 year (start 2 nd)	12	96	8 hours for 12 months
5 years (start 6 th)	17	136	11.3 hours for 11 months; 11.7 hours for 12 th month
10 years (start 11 th)	22	176	14.6 hours for 11 months; 15.4 hours for 12 th month
15 years (start 16 th)	23	184	15.3 hours for 11 months; 15.7 hours for 12 th month
16 years (start 17 th)	24	192	16 hours for 12 months
17 years (start 18 th)	25	200	16.6 hours for 11 months; 17.4 hours for 12 th month
18 years (start 19 th)	26	208	17.3 hours for 11 months; 17.7 hours for 12 th month
19 years (start 20 th)	27	216	18 hours for 12 months
20 years (start 21 st)	28	224	18.6 hours for 11 months; 19.4 hours for 12 th month
21 years (start 22 nd)	29	232	19.3 hours for 11 months; 19.7 hours for 12 th month
22 years (start 23 rd)	30	240	20 hours for 12 months

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